

**NBC Affiliation Agreement Proposal**

**WTVA, Inc.**

July 24, 2012

**NBCUniversal**

*The following represents the terms to which WTVA, Inc. ("WTVA") and the NBC Television Network, a division of NBCUniversal Media LLC agree to amend and extend the affiliation agreement dated January 1 2003 as amended, between WTVA and NBC (the "2003 Agreement"), regarding the NBC affiliation of WTVA-TV in the designated market area of Tupelo, Mississippi.*

**Corporate Entity:** WTVA, Inc.

**Contact:** Phil Sullivan, Station Manager & CFO [Jane Spain signatory]

**Station & DMA:** WTVA Tupelo, Mississippi

**FCC Licensee:** Same as corporate entity above

**Term:** Commencing January 1, 2012 and terminating December 31, 2014.

**Programmed Time Periods:** Consistent with current practices, subject to changes from time to time at NBC's discretion.

**Program Clearance:** Full, in pattern clearance of all NBC Network programming, including, prime time programming, Specials and Sports programming. Except for the below Preemption Baskets, clearances are subject only to preemptions strictly in accordance with FCC rules and regulations. Station to reimburse NBC for lost network gross ad revenue for any non-clearances, except for those preemptions done in accordance with FCC rules and regulations. Notwithstanding, NBC agrees that Station may move *Early Today* from 4:30 a.m. to 4:00 a.m. local time, Monday – Friday.

**Preemption Baskets:** Prime Time: 10 Hours per calendar year  
Sports: 10 Hours per calendar year

**Inventory**

**Management Plan:** Participation per the IMP agreement at the annual rate of \$[REDACTED].

**NBC News Channel:** Participation as set forth in the NBC News Channel Agreement at annual membership rate of \$[REDACTED] and sports fee rate of \$[REDACTED] totaling \$[REDACTED], plus any customary Special News Service Charges for additional services requested by Station.

**Distribution/Waiver**

**Participation:** Participation as set forth in the Distribution Contribution Agreement at annual rate of \$[REDACTED].

**Station's Olympic**

**Contribution:** Participation in the Olympic plan as set forth in the 2011 Olympic Amendment at the existing annual rate of \$[REDACTED].

**Station's NFL  
Contribution:**

Participation in the 2012 NFL plan at an annual rate of \$ [REDACTED] (to be negotiated in good faith).

**Conditions to  
Broadcast:**

Station shall not make any deletions from, or additions or modifications to, any NBC Program or any commercial, NBC identification, program promotional or production credit announcement or other interstitial material contained therein, nor broadcast any commercial or other announcements (except emergency bulletins) during any such program, without NBC's prior written authorization. Station shall broadcast each NBC Program from the commencement of network origination until the completion of the Network Programming, including, but not limited to credits.

**Branding:**

NBC and Station agree to on-air promotion, unified graphic design, use of NBC Peacock logo and identification which must be compliant on-air with published regulations in a cooperative effort to brand as a NBC Station in accordance with NBC's requirements.

**Promotion:**

Station shall contribute a total of greater of 8,000 GRPs or 20% total GRPs per year of Network promotion (minimum of 40% and a maximum 60% allocated to NBC prime). Station shall provide NBC with appropriate documentation quarterly to substantiate GRP delivery. Station shall participate in the year-round "Swap" program.

**Retransmission  
Consent:**

Station shall not authorize, cause, or permit, without NBC's consent, any NBC Program or other material furnished to Station hereunder to be recorded, duplicated, rebroadcast or otherwise transmitted or used for any purpose other than broadcasting by Station as provided herein. Notwithstanding the foregoing, Station shall not be restricted in the exercise of its signal carriage rights pursuant to any applicable rule or regulation of the FCC with respect to retransmission of its broadcast signal by any cable system or multichannel video program distributor ("MVPD"), as defined in Section 76.64(d) of the FCC Rules, which (a) is located within the DMA in which Station is located, or (b) was carrying Station's signal as of April 1, 1993, or (c) with respect to cable systems, serving an area in which Station is "significantly viewed" (as determined by the FCC) as of April 1, 1993; provided, however, that any such exercise pursuant to FCC Rules with respect to NBC Programs shall not be deemed to constitute a license by NBC. NBC reserves the right to restrict such signal carriage with respect to NBC Programming in the event of a change in applicable law, rule or regulation.

**Non-Duplication:**

Simultaneous affiliate broadcast non-duplication protection within Station's DMA per FCC regulations.

**MVPD Retransmission  
Consent Fees:**

On all existing and future MVPD deals concluded by Station (or a designee) for carriage of Station's signal that contains NBC Programming (in and out-of-market), Station agrees to pay NBC the amounts as set forth in the attached Schedule I during the Term hereof.

**Digital Programming/  
Spectrum:**

Station shall carry on its channel the digital feed of such NBC Programming as and in the technical format provided by NBC consistent with the ATSC standards, give the highest statistical multiplex priority to NBC Programming and allocate for the NBC feed a nominal bit rate of at least 9.9 Mbps and a minimum bit rate of at least 6 Mbps. Further, Station will include

with the NBC Programming all "program-related material" without alteration and as approved by NBC (collectively, the "Network Digital Feed"). As used in this paragraph, "program-related material" shall mean (i) closed-captioning information, (ii) program identification codes, (iii) program ratings information, (iv) alternative language audio related to the programming, (v) Video Descriptive Services, (vi) Active Format Descriptor data, (vii) Nielsen data, (viii) programming, data and other enhancements which are related to the programming and network advertisements provided in the Network Digital Feed, (ix) such other material as has been agreed by a majority (calculated by DMA percentage) of NBC affiliated television stations, (x) other material as may be provided by NBC that is necessary to provide the Network Digital Feed, (xi) information and material directly associated with specific network commercial advertisements contained in the network programs included in the Network Digital Feed, and (xii) information and material designed to promote network programming. In the event that NBC proposes that Station carry any other multiplexed programming or ancillary data that is not program-related material, Station agrees to negotiate in good faith with NBC regarding the terms pursuant to which such multiplexed programming or ancillary data may be carried.

**Assignment:**

Station may not assign or transfer this agreement without the prior written consent of NBC. Station shall immediately notify NBC in writing if any application is made to the FCC pertaining to an assignment or a transfer of control of Station's license.

**Confidentiality:**

Station agrees to keep the terms and conditions of this term sheet and any resulting agreement between the parties strictly confidential except as may be required by law. Further, Station and Licensee agree not to publicly announce the affiliation agreement without the prior written consent by NBC.

**Additional Terms**

The parties will negotiate and execute a definitive agreement, which will include the terms set forth above as well as the terms and conditions generally included in the NBC Network Affiliation Agreements and this agreement shall be subject to the parties' execution of such definitive agreement.

All other terms of the agreement are subject to discussion and mutual agreement. While the parties intend to enter into a long form agreement, the foregoing terms and those terms provided in the 2003 Agreement shall be binding upon full execution hereof. In the event of any discrepancy between the foregoing terms and the 2003 Agreement, the foregoing terms herein shall control.

**WTVA, Inc.**

**NBC TELEVISION NETWORK,  
a unit of NBCUniversal Media, LLC**

By: 

Name: Jane Spain  
Title: President & CEO

By: 

Jean M. Dietze  
Executive Vice President  
NBC Affiliate Relations

**SCHEDULE 1**  
**Retransmission Fees**

Stations shall pay NBC a monthly retransmission consent fee (the "Retrans Fee") equal to the following for each MVPD in-market subscriber receiving Station's signal containing NBC programming:

- 2012: \$ [REDACTED]
- 2013: \$ [REDACTED]
- 2014: \$ [REDACTED]

Notwithstanding the foregoing, for MVPD deals entered into by Station prior to January 1, 2011 (excluding any extensions or renewals of such pre January 1, 2011 MVPD deal), Stations' Retrans Fees shall be equal to [REDACTED] percent ([REDACTED]) of monthly retransmission consent fees per such subscriber during the period of January 1, 2012 through December 31, 2013 (the "Transition Period"). Following the Transition Period, Stations shall pay the above monthly flat fees for all in-market subscribers.

For out-of-market subscribers transmitted to accordance with the FCC Rules, Stations' Retrans Fee shall be equal to the greater of [REDACTED] percent ([REDACTED]) of the monthly retransmission consent fees paid or \$ [REDACTED] in 2012, \$ [REDACTED] in 2013 and \$ [REDACTED] in 2014 per out-of-market subscriber throughout the duration of the Term hereof.

Retrans Fees of [REDACTED] percent ([REDACTED]) shall include cash fees received in consideration of retransmission by MVPDs of the Station's signal to all subscribers and the reasonable good faith economic value of other forms of consideration and in-kind barter for carriage of Affiliate's NBC Programming stream (e.g., payments by MVPDs to Affiliate for guaranteed advertising and promotion buys on Affiliate's NBC Programming stream {net of agency commissions}, sponsorships, in-mailers and multicast and other channel distribution).

Stations shall remit payment for the Station Retrans Fees prior to the end of each quarter and provide NBC with a signed affidavit and accounting statement setting forth the number of subscribers paid by each distributor to each Station during such quarter. Upon ninety (90) days written notice from NBC to Stations, NBC may elect to receive such Adjusted Payments from Stations on a monthly basis.

Stations agree to provide NBC with a signed affidavit setting forth the commencement and expiration dates of each MVPD carrying the NBC programming stream and the total number of subscribers.

NBC shall have reasonable audit rights with respect to such retransmission consent fees.

## AFFIDAVIT

I submit this Affidavit with the understanding that it is being relied upon by NBC in its decision to grant WTVA, Inc. ("WTVA") an extension or renewal of its NBC Affiliation with WTVA Tupelo, Mississippi and to enter into the terms therein with respect to the Retrans Fee.

I affirm and represent that the below information is complete, true and accurate. I hereby agree that, in the event this information is not complete, true and accurate, NBC shall have the right to terminate WTVA's Affiliation Agreement by providing WTVA with sixty (60) days written notice.

- WTVA's current total number of in market subscribers is [REDACTED] out of markets subscribers are currently at [REDACTED]
- WTVA has no MVPD deals that expire during the new Affiliation Agreement Term (2012-2014).
- WTVA's average retransmission consent per in market subscribers is \$[REDACTED] in 2012, \$[REDACTED] in 2013 and \$[REDACTED] in 2014; average out of market per subscriber fee is \$[REDACTED] in 2012, \$[REDACTED] in 2013 and \$[REDACTED] in 2014.

I certify that the foregoing is complete, true and accurate.

WTVA, Inc.

By: Jane Spain  
Name: Jane Spain  
Title: President & CEO

**NBCUniversal**

As of January 1, 2012

WTVA, INC.  
Saltillo, MS

Re: [REDACTED] Distribution Fee Reduction (a/k/a Waiver Fee)

Station: **WTVA/Columbus-Tupelo-West Point, MS**

Ladies and Gentlemen:

Reference is made to the NBC Television Affiliation Agreement, as amended, between the NBC Television Network, a division of NBCUniversal Media, LLC. ("NBC") and **WTVA, INC.** ("Affiliate") (the "NBC Affiliation Agreement"), relating to the above mentioned Station.

The parties hereby agree to reduce by [REDACTED] % Affiliates' current, annual Distribution Fee of [REDACTED], thereby making the new total Distribution Fee \$[REDACTED] annually, effective retroactively to January 1, 2012. Each Station's Distribution Fee is as follows:

**WTVA/Columbus-Tupelo-West Point, MS** [REDACTED]

In all other respects, the terms of the NBC Affiliation Agreement shall remain unchanged and are hereby confirmed and ratified.

Please return the two designated (2) originals to Loretta Alden,  
NBCUniversal, 30 Rockefeller Plaza, Room 1158E-2, New York, New  
York 10112, by August 15, 2012.

Very truly yours,

NBC TELEVISION NETWORK  
a division of NBCUniversal Media, LLC

By: Jean M. Dietze  
Name: Jean Dietze  
Title: Executive Vice President  
Affiliate Relations

Agreed and accepted this 31 day of August, 2012.

WTVA, INC.

Jane D. Spain  
Name: JANE D. SPAIN  
Title: PRESIDENT